

## SUPPLIER TERMS AND CONDITIONS 供应商条款和条件

This Agreement for [REDACTED] (“Agreement”), dated as of [REDACTED] 202[REDACTED] (“Effective Date”) is made by and between Securitas [REDACTED], a company organized under the laws of [REDACTED], with its address at [REDACTED] (“Securitas”) and [REDACTED], a company organized under the laws of [REDACTED], with its address at [REDACTED] (“Supplier”).

本 [REDACTED] 协议 (“协议”) 于 202[REDACTED] 年 [REDACTED] 月 [REDACTED] 日 (“生效日期”) 由塞科利达 [REDACTED] (一家根据 [REDACTED] 法律组建的公司, 其地址为 [REDACTED]) (“塞科利达”) 和 [REDACTED] 一家根据 [REDACTED] 法律组建的企业, 其地址位于 [REDACTED] (“供应商”) 签订。

### TERM

This Agreement shall commence upon the Effective Date and remain in effect for a period of [REDACTED] from the Effective Date. Thereafter, this Agreement shall automatically terminate.

#### 期限

本协议自生效日期起生效, 有效期为 [REDACTED]。此后, 本协议应自动终止

### SUPPLIER'S RESPONSIBILITIES

The Supplier shall provide the services to Securitas using the highest levels of care and skill. The Supplier shall meet, and time is of the essence as to any performance dates specified by Securitas.

#### 供应商的责任

供应商应以最谨慎的态度和最好的技能向塞科利达提供服务。供应商应满足塞科利达所规定的各项履约日期要求, 并且按时履约是至关重要的。

### CHARGES AND PAYMENTS

In consideration of the provision of services by the Supplier, Securitas shall pay the charges as set out in [REDACTED] or an amount of [REDACTED]. The invoices are payable within 60 days of submission. Securitas shall have the right to dispute any invoice up to one twenty (120) days from invoice payment date. Without limiting any other rights or remedies, Securitas may set off any amounts owed to it by the Supplier against any amounts payable to the Supplier. The Supplier hereby acknowledges that it does not have the right, and therefore shall not, at any circumstances, adjust the prices of the good or services without prior written approval from Securitas.

#### 费用和付款

鉴于供应商提供服务, 塞科利达 (Securitas) 应支付在 [REDACTED] 中所列明的费用或金额为 [REDACTED] 的款项。发票应在提交后的 60 天内予以支付。塞科利达有权在发票付款日期起 120 天内对任何发票提出异议。在不限制任何其他权利或救济措施的情况下, 塞科利达可将供应商所欠其的任何款项与应付给供应商的任何款项进行抵销。供应商特此确认其无权且在任何情况下均不得在未事先获得塞科利达书面批准的情况下调整商品或服务的价格。

### INDEMNITY AND LIABILITY

The Supplier shall indemnify and hold Securitas harmless from all claims and all direct, indirect, or consequential liabilities (including loss of profits, loss of business, depletion of goodwill, and similar losses), costs, proceedings, damages, and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, Securitas because of or in connection with:

#### 赔偿与责任

供应商应就塞科利达 (Securitas) 因以下原因或与之相关而被判定承担、产生或支付的所有索赔以及所有直接、间接或间接性的责任 (包括利润损失、业务损失、商誉减损及类似损失)、成本、诉讼、损害赔偿及费用 (包括法律及

其他专业服务费用和开支) 向塞科利达作出赔偿, 并使其免受损害:

- any claim made against Securitas by a third party for death, personal injury, or damage to property arising out of, or in connection with the services; 因服务产生或与之相关的、由第三方针对塞科利达 (Securitas) 提出的涉及死亡、人身伤害或财产损害的任何索赔。
- any alleged or actual infringement of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the products; or 因产品的使用或供应而引发的、涉嫌或实际侵犯任何第三方知识产权或其他权利的情况; 或者
- breach of any confidentiality and data protection obligations by the Supplier 供应商违反任何保密及数据保护义务的情况。
- any claim made against Securitas in respect of any liability, loss, damage, injury, cost, or expense sustained by Securitas' employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the services as a consequence of a breach or negligent performance or failure or delay in performance by the Supplier. 因供应商违反约定、履行时有疏忽、未能履行或延迟履行, 致使塞科利达 (Securitas) 的员工、代理人、任何客户或第三方遭受任何责任、损失、损害、伤害、成本或费用, 而就塞科利达因此而面临的针对其提出的任何索赔。

Securitas maximum liability to the Supplier for claims, losses, expenses and all other liabilities arising under or in connection with this Agreement attributable to Securitas shall not exceed 100% of the total charges payable by Securitas under this Agreement. Securitas shall in no event be liable for: loss of actual or anticipated profit; punitive damages; any other indirect or consequential damages; purely financial loss; loss of income; loss of goodwill; loss of business; or loss of revenue, all whether foreseeable or not, even if Securitas has been advised of the possibility of such losses or damages. Nothing in these terms shall exclude or in any way limit Securitas' liability to the extent the same may not be excluded or limited as a matter of applicable law.

塞科利达 (Securitas) 就因本协议产生或与之相关且可归责于塞科利达的索赔、损失、费用及所有其他责任而对供应商承担的最高赔偿责任, 不得超过塞科利达依据本协议应支付的总费用的 100%。在任何情况下, 塞科利达均不对以下各项承担责任: 实际或预期利润损失; 惩罚性损害赔偿; 任何其他间接或间接性损害赔偿; 纯粹的财务损失; 收入损失; 商誉损失; 业务损失; 或营收损失, 无论上述各项是否可预见, 即便塞科利达已被告知存在此类损失或损害赔偿的可能性。本条款中的任何内容均不得排除或以任何方式限制塞科利达在适用法律规定不可排除或限制的范围內应承担的责任。

### INTELLECTUAL PROPERTY RIGHTS

The Supplier expressly acknowledges and understands that the Intellectual Property including, the trade names, copyrights and trademark rights owned by Securitas are the sole and exclusive property of Securitas, and that any imitation or use of any of these whatsoever, in any shape or form, by the Supplier, or any other person, is expressly prohibited in the absence of an express licence from Securitas. The Supplier shall only have the right to use the Securitas' trademarks in accordance with the express instructions and approval from Securitas.

#### 知识产权

供应商明确承认并知晓, 塞科利达 (Securitas) 所拥有的包括商号、版权以及商标权在内的知识产权是塞科利达独有的财产, 在未获得塞科利达明确许可的情况下, 供应商或任何其他人士以任何形式对上述任何知识产权进行模仿或使

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用均被明确禁止。供应商仅有权按照塞科利达的明确指示及批准来使用塞科利达的商标。

### CONFIDENTIALITY AND DATA PROTECTION

The Supplier shall keep confidential and shall not disclose any confidential information of Securitas disclosed to it in connection with this Agreement except as required for the purpose of the delivery of services. Information shall be confidential if it has been designated as confidential by Securitas at the time of disclosure, or if it, considering all the circumstances surrounding the disclosure, ought reasonably to be understood by the Supplier to be confidential. Supplier will not have any duty of confidentiality with respect to information which: (i) is or subsequently becomes publicly available; (ii) is developed by the Supplier without any use of or reference to any confidential information received from Securitas; (iii) is disclosed with the prior written approval of Securitas; or (iv) is disclosed pursuant to the order or requirement of a court, administrative agency, or other government body.

#### 保密与数据保护

供应商应对与本协议相关且由塞科利达 (Securitas) 向其披露的任何保密信息予以保密, 不得进行披露, 除非是出于提供服务之目的所必需的情况。若信息在披露时已被塞科利达指定为保密信息, 或者综合考虑围绕该披露的所有情形, 供应商理应将其合理理解为保密信息, 那么该信息就属于保密信息范畴。对于以下几类信息, 供应商不承担保密义务: (i) 已经或随后变为可公开获取的信息; (ii) 由供应商在未使用或参考从塞科利达所接收的任何保密信息的情况下自行开发的信息; (iii) 经塞科利达事先书面批准而披露的信息; (iv) 依据法院、行政机关或其他政府机构的命令或要求而披露的信息。

The Supplier acknowledges that access and distribution of personal information of the other party or its employees, agents or related parties may be necessary for the proper performance of this Agreement. Supplier agrees to use any personal information obtained throughout the performance of this Agreement with care, in keeping with all applicable laws, rules and regulations and to use such information only for the purpose of performing their duties. The Supplier will take such technical and organisational measures as may be necessary to keep such data secure.

供应商承认, 为妥善履行本协议, 获取及传播对方或其员工、代理人或关联方的个人信息可能是必要的。供应商同意, 在履行本协议的整个过程中, 谨慎使用所获取的任何个人信息, 遵守所有适用的法律法规, 并且仅将此类信息用于履行自身职责之目的。供应商将采取必要的技术和组织措施来确保此类数据的安全性。

### CANCELLATION

Securitas may terminate this Agreement immediately on giving written notice to the Supplier if:

#### 解除条款

若出现以下情况, 塞科利达 (Securitas) 在向供应商发出书面通知后, 可立即终止本协议:

- The Supplier commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within fifteen (15) days of the Supplier being notified in writing of the breach.

供应商实质性违反本协议的任何条款, 并且 (若该违约行为是可补救的) 在收到关于该违约行为的书面通知后的十五 (15) 天内未能对该违约行为予以补救。

- Fails to meet the performance dates agreed between the parties.  
未能按双方商定的履约日期履约。

### FORCE MAJEURE

Securitas reserves the right to defer the date for performance of, or payment for, the services or to terminate or cancel this Agreement if it is prevented from, or delayed in, carrying on its business by acts, events, omissions, or accidents beyond its reasonable control, including strikes, lockouts or other industrial disputes, the act of god, war, riot, epidemic, pandemic, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Suppliers or subcontractors.

#### 不可抗力

若塞科利达 (Securitas) 因超出其合理控制范围的行为、事件、疏漏或意外情况 (包括罢工、停工或其他劳资纠纷、天灾、战争、暴乱、流行病、大流行病、民众骚乱、恶意破坏、遵守任何法律或政府命令、规则、规定或指示、意外事故、厂房或机器故障、火灾、洪水、暴风雨, 或者供应商或分包商违约等) 而受阻或延迟开展业务, 塞科利达保留推迟服务履行日期、付款日期, 或者终止或取消本协议的权利。

### GOVERNING LAW AND JURISDICTION

Any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation, shall be governed by and construed in accordance with the laws in force in [REDACTED]. The Courts of [REDACTED] shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

#### 适用法律与司法管辖权

因本协议或其标的、订立而产生的任何争议或索赔, 均应受\_\_\_\_\_现行有效的法律管辖, 并依其进行解释。\_\_\_\_\_的法院对解决因本协议或其标的产生的任何争议或索赔享有非排他性管辖权。

*[Signature Page follows]*

*[签名页如下]*

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**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement on the day and year first above written.  
本协议双方已于文首载明之日正式签署本协议，特此证明。

**Securitas**                       
塞科利达 (Securitas)

**Insert Supplier Company Name**  
填入供应商公司名称

Signature:  
签字:

Signature:  
签名:

Name:  
姓名:

Name:  
姓名:

Title:  
职务:

Title:  
职务: